## RESOLUTION NO.: 2021-78

A	RESOLUTION	APPROVING	AN	<b>EMPLOYMENT</b>	<b>AGREEMENT</b>
BE	TWEEN THE TO	WN OF SIGNAL	MOU	NTAIN AND MITO	CHELL MOORE
AN	D AUTHORIZING	G THE MAYOR	TO EX	KECUTE SAID AG	REEMENT

WHEREAS, the position of Town Manager will be vacant as of December 4, 2021 following the retirement of the current Town Manager; and,

WHEREAS, the search process for a new Town Manager is expected to require a matter of months to complete; and

WHEREAS, the Town Council has approved the appointment of an Interim Town Manager; and,

WHEREAS, it is the desire of the Town Council to provide certain benefits, establish certain conditions of employment and to set working conditions of the Interim Town Manager;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SIGNAL MOUNTAIN, TENNESSEE, that the attached employment agreement between the Town of Signal Mountain and Mitchell Moore is hereby approved; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute said agreement on behalf of the Town Council.

Charles Poss, Mayor

Recorder

11-22-2021

11-22-2021

Date

## EMPLOYMENT AGREEMENT TOWN OF SIGNAL MOUNTAIN INTERIM TOWN MANAGER

This Employment Agreement is made and entered into this day of November
2021 by and between the Town of Signal Mountain, Tennessee ("Signal Mountain") and
Mitchell Moore ("Mr. Moore") and will be effective as of November, 2021.

## WITNESSETH:

WHEREAS, Signal Mountain desires to employ Mr. Moore to be its Interim Town Manager, to perform the functions and duties as currently specified in the Charter of Signal Mountain; and

WHEREAS, Signal Mountain and its Interim Town Manager desire to provide written terms of this employment relationship to (a) secure and retain the services of its Interim Town Manager; (b) to make possible full work productivity by assuring his morale and peace of mind with respect to future security while he is employed by the Town; (c) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Interim Town Manager; and (d) to provide a just means for terminating his services at such time as he may be unable to fully discharge his duties or when Signal Mountain may desire to otherwise terminate his employment;

**NOW**, **THEREFORE**, in consideration of the premises above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>CHARTER AND TOWN CODE</u>. All agreements between the parties are subject to the duties and powers of the Town Manager and Town Council within the Charter and Town Code of the Town of Signal Mountain. If there is a conflict between the terms of this agreement and the Charter or Town Code, the terms of the Charter or Town Code shall be controlling. The parties specifically agree that if such conflict arises, it shall not void this entire agreement, but only those provisions of the agreement in conflict with the Charter or Town Code.

- 2. <u>EMPLOYMENT</u>. Signal Mountain hereby agrees to appoint, engage, employ and hire Mr. Moore as Interim Town Manager of Signal Mountain, and Mr. Moore hereby accepts and agrees to such appointment, engagement, employment and hiring, subject to the general supervision and pursuant to the orders, advice, and direction of the Town Council consistent with the Signal Mountain Charter and Town Code.
- 3. <u>TERM OF AGREEMENT</u>. The term of this agreement shall initially be from November \_\_\_\_\_, 2021 until a permanent Town Manager is hired or until termination by either party upon fifteen (15) days prior written notice of termination. From November 29, 2021, Mr. Moore will have a five (5) day orientation period with his duties as Interim Town Manager to begin December 4, 2021.
- 4. <u>FULL TIME EXEMPT POSITION</u>. Signal Mountain and Mr. Moore agree that the position of Interim Town Manager is an exempt position under all Federal, State and Municipal laws and ordinances requiring the classification of an employee as exempt so as to include them from coverage under any such law or ordinance. Mr. Moore agrees that he will at all times faithfully, industriously and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him, pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of the Signal Mountain Town Council. Mr. Moore shall devote his full time and energies to being Interim Town Manager and shall not otherwise be employed without the prior written approval of the Town Council.
- 5. <u>DUTIES</u>. Mr. Moore agrees to faithfully perform those duties of Town Manager that are set forth in the Signal Mountain Charter and Town Code on an interim basis and shall also additionally render such other services and duties as may be assigned to him from time to time by the Town Council while sitting in a duly convened meeting pursuant to the Charter and ordinances of Signal Mountain.
- 6. <u>COMPENSATION</u>. Signal Mountain agrees to pay Mr. Moore the base salary of Fifty-seven Dollars and Fifty-eight cents (\$57.58) per hour based on forty (40) hours per week as Interim Town Manager of Signal Mountain which shall be payable bi-weekly in equal installments at the same time as all other employees of Signal Mountain are paid. In addition, Mr. Moore shall be paid vehicle/mileage allowance of Two Hundred Ninety-five Dollars and Sixty-eight cents (\$295.68) per pay period, which represents payment for

Five Hundred Twenty-eight (528) miles per pay period based at current mileage reimbursement rates and, if needed, overnight accommodations should Mr. Moore need to stay overnight after any night meetings or inclement weather.

- 7. <u>INSURANCE BENEFITS</u>. Signal Mountain agrees to provide and Mr. Moore shall be entitled to the same level of insurance benefits provided to other employees in the Town of Signal Mountain.
- 8. <u>TERMINATION</u>. For purposes of this agreement, termination shall occur when (a) a majority of the Town Council votes to terminate Mr. Moore at a duly authorized public meeting; or (b) fifteen (15) days after either the Town of Signal Mountain or Mr. Moore tenders to the other party written notice of its/his intent to terminate the agreement.
- 9. <u>AMENDMENTS</u>. This agreement may be amended by the written mutual consent of Signal Mountain and Mr. Moore.
- 10. <u>NOTICES</u>. Any notices required to be sent hereunder shall be delivered by hand delivery, email or certified mail to the following addresses:

Signal Mountain:

Town of Signal Mountain

**ATTN: Mayor Charles Poss** 

1111 Ridgeway Avenue

Signal Mountain, TN 37377

cposs@signalmountain.gov

Copy to:

Harry R. Cash, Esq.

Grant, Konvalinka & Harrison, P.C.

633 Chestnut Street, Suite 900

Chattanooga, TN 37450-0900

hcash@gkhpc.com

Interim Town Manager:

Mitchell Moore

408 Sunview Drive

Athens, TN 37303

11. <u>GENERAL PROVISIONS</u>. (a) If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the

remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect; (b) the terms of this agreement shall be construed under the laws of State of Tennessee; (c) This agreement is the entire agreement between the parties and any modification hereto shall be in writing signed by all parties; (d) No party shall assign any portion of the agreement without the prior written consent of the other party.

Ву		
	Mayor	
Date		
	and agreed upon by	
Ву	Interim Town Manager	
D-4-		
Date		

TOWN OF SIGNAL MOUNTAIN, TENNESSEE